

Atty. Dkt. No. 080542-0151

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Isao MOCHIDA et al.  
Title: EXHAUST GAS TREATING SYSTEMS  
Appl. No.: 09/642,009  
Filing Date: 08/21/2000  
Examiner: S. Hendrickson  
Art Unit: 1754

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NOV 13 2003  
TC 1700

**TERMINAL DISCLAIMER**

Commissioner for Patents  
PO Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Petitioners, MITSUBISHI JUKOGYO KABUSHIKI KAISHA having its principal place of business at 5-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo, Japan 100 and OSAKA GAS COMPANY LIMITED, having its principal place of business at 1-2, Hiranomachi 4-chome, Chuo-Ku, Osaka-Fu, Osaka-Shi, Tokyo, JAPAN 541, (hereinafter represent that they are the owners of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/642,009, filed August 21, 2000, which is a continuation of U.S. Patent Application No. 09/219,870, filed December 24, 1998, by virtue of an Assignment filed and recorded on February 3, 1997, on Reel/Frame 8704/0939, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, Petitioners represent that they are the owner of U.S. Patent No. 6,106,791, which issued on U.S. Patent Application No. 09/219,870, filed December 24, 1998, which is a continuation of U.S. Patent Application Serial No. 08/776,519, filed July 18, 1997, by virtue of an Assignment filed and recorded on February 3, 1997, on Reel/Frame 8704/0939, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

11/07/2003 HGUTEMA1 00000013 09642009

01 FC:1252 420.00 OP  
02 FC:1814 110.00 OP

Petitioners, MITSUBISHI JUKOGYO KABUSHIKI KAISHA and OSAKA GAS COMPANY LIMITED, hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,106,791, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,106,791 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioners do not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,106,791 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,106,791 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,106,791 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioners do not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,106,791, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioners, certifies that he has reviewed the Assignment attached as APPENDIX A, and to the best of his knowledge and belief, legal title to the above identified patent application and U.S. Patent 6,106,791 rests with Petitioners, MITSUBISHI JUKOGYO KABUSHIKI KAISHA and OSAKA GAS

COMPANY LIMITED. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date Nov. 6, 2003

By Stephen B. Maebius

FOLEY & LARDNER

Customer Number: 22428

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Stephen B. Maebius

Attorney for Applicant

Registration No. 35,264



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# APPENDIX A



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

OCTOBER 21, 1997

PTAS

FOLEY & LARDNER  
BERNHARD D. SAXE  
3000 K STREET, N.W., SUITE 500  
WASHINGTON, D.C. 20007-5109



\*100537629A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/03/1997

REEL/FRAME: 8704/0939  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MOCHIDA, ISAO

DOC DATE: 12/05/1996

ASSIGNOR:

YASUTAKE, AKINORI

DOC DATE: 12/05/1996

ASSIGNOR:

SETOGUCHI, TOSHIHIKO

DOC DATE: 12/05/1996

ASSIGNOR:

KOBAYASHI, NORIHISA

DOC DATE: 12/05/1996

ASSIGNOR:

KASUH, TAKAHIRO

DOC DATE: 12/05/1996

ASSIGNOR:

YOSHIKAWA, MASA AKI

DOC DATE: 12/05/1996

ASSIGNEE:

MITSUBISHI JUKOGYO KABUSHIKI KAISHA  
5-1, MARUNOUCHI 2-CHOME, CHIYODA-KU  
TOKYO, JAPAN 100

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8704/0939 PAGE 2

ASSIGNEE:

OSAKA GAS COMPANY LIMITED  
1-2, HIRANOMACHI 4-CHOME, CHUO-KU, OSAKA-FU  
OSAKA-SHI, JAPAN 541

SERIAL NUMBER: 08776519  
PATENT NUMBER:

FILING DATE: 07/18/1997  
ISSUE DATE:

TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Isao MOCHIDA, Akinori YASUTAKE, Toshihiko SETOGUCHI, Norihisa KOBAYASHI, Takahiro KASUI and Masaaki YOSHIKAWA

Additional name(s) of conveying party(ies) attached? No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 5, 1996

2. Name and address of receiving party(ies):

Name: Mitsubishi Jukogyo Kabushiki Kaisha

Internal Address:

Street Address: 5-1, Marunouchi 2-chome, Chiyoda-ku

City: Tokyo, State: Japan ZIP: 100

Additional name(s) & address(es) attached? Yes

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: December 5, 1996

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bernhard D. Saxe

Internal Address: FOLEY & LARDNER

Street Address: 3000 K Street, N.W., Suite 500

City: Washington, State: D.C. ZIP: 20007-5109

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41). . . . . \$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: 19-0741

(Attach duplicate copy of this page if paying by deposit account)

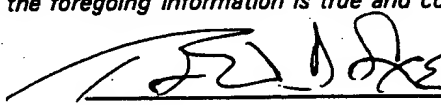
DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Bernhard D. Saxe

Name of Person Signing



Signature

February 3, 1997

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**Name and address of receiving party(ies):**

**Name:** OSAKA GAS COMPANY LIMITED

**Internal Address:**

**Street Address:** 1-2, Hiranomachi 4-chome, Chuo-ku, Osaka-fu

**City:** Osaka-shi, **State:** Japan **ZIP:** 541

**Additional name(s) & address(es) attached?** No



# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto MITSUBISHI JUKOGYO KABUSHIKI KAISHA of 5-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100, Japan and OSAKA GAS COMPANY LIMITED of 1-2, Hiranomachi 4-chome, Chuo-ku, Osaka-shi, Osaka-fu 541, Japan (hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to the invention relating to

## EXHAUST GAS TREATING SYSTEMS

as set forth in his United States Patent Application

— executed concurrently herewith  
 — executed on \_\_\_\_\_  
X Serial No. PCT/JP96/01772 filed June 27, 1996

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not be made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of FOLEY & LARDNER the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

NAMES AND SIGNATURES OF INVENTORS		
Name: Isao MOCHIDA	Signature: <i>Isao Mochida</i>	Date: December 5, 1996
Name:	Signature:	Date:
Name:	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name: Shoichi OKUYAMA	Signature: <i>Shoichi Okuyama</i>	Date: December 5, 1996
Name: Nobutoshi AKIYAMA	Signature: <i>Nobutoshi Akiyama</i>	Date: December 5, 1996

Note: Prima facie evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.

# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto MITSUBISHI JUKOGYO KABUSHIKI KAISHA of 5-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100, Japan and OSAKA GAS COMPANY LIMITED of 1-2, Hiranomachi 4-chome, Chuo-ku, Osaka-shi, Osaka-fu 541, Japan (hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to the invention relating to

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NAMES AND SIGNATURES OF INVENTORS		
Name: Akinori YASUTAKE	Signature: <i>Akinori Yasutake</i>	Date: December 5, 1996
Name: Toshihiko SETOBUCHI	Signature: <i>Toshihiko Setobuchi</i>	Date: December 5, 1996
Name: Norihisa KOBAYASHI	Signature: <i>Norihisa Kobayashi</i>	Date: December 5, 1996
NAMES AND SIGNATURES OF WITNESSES		
Name: Masahiro USAMI	Signature: <i>Masahiro Usami</i>	Date: December 5, 1996
Name: Masakazu TATEISHI	Signature: <i>Masakazu Tateishi</i>	Date: December 5, 1996

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# ASSIGNMENT

U.S. Rights--Sole or Joint

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto  
MITSUBISHI JUKOGYO KABUSHIKI KAISHA of 5-1, Marunouchi 2-chome,  
Chiyoda-ku, Tokyo 100, Japan  
and  
OSAKA GAS COMPANY LIMITED of 1-2, Hiranomachi 4-chome, Chuo-ku,  
Osaka-shi, Osaka-fu 541, Japan  
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NAMES AND SIGNATURES OF INVENTORS		
Name: Takahiro KASUH	Signature: <i>Takahiro Kasuh</i>	Date: December 5, 1996
Name: Masaaki YOSHIKAWA	Signature: <i>M. Yoshikawa</i>	Date: December 5, 1996
Name:	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name: <i>Toshihiro Tsubakimoto</i>	Signature: <i>T. Tsubakimoto</i>	Date: December 5, 1996
Name: <i>Tomonori Sato</i>	Signature: <i>Tomonori Sato</i>	Date: December 5, 1996

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